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UNITED STATES DISTRICT COURT

DISTRICT OF ARIZONA

Edel Adrian Moreno Grijalva,

Plaintiff,

vs.

Leone Builders LLC, an Arizona limited liability company; **Leone Builders AZ LLC**, an Arizona limited liability company; **Ehab Leone and Sabrina Leone**, a married couple; and **Milad Leon and Jane Doe Leon**, a married couple,

Defendants.

No.

VERIFIED COMPLAINT

Plaintiff, Edel Adrian Moreno Grijalva (“Plaintiff”), sues the Defendants, Leone Builders LLC, Leone Builders AZ LLC, and Ehab Leone and Sabrina Leone, (“Defendants” or “Leone Builders”) and alleges as follows:

PRELIMINARY STATEMENT

1. This is an action for unpaid minimum wages and overtime wages, liquidated damages, attorneys’ fees, costs, and interest under the Fair Labor Standards Act (“FLSA”), 29 U.S.C. § 201, et seq., unpaid minimum wages under the Arizona

1 Minimum Wage Act (“AMWA”), Arizona Revised Statutes (“A.R.S.”) § 23-362, et seq.
2 and unpaid wages under the Arizona Wage Act (“AWA”) A.R.S. § 23-350, et seq.

3 2. The FLSA was enacted “to protect all covered workers from substandard
4 wages and oppressive working hours.” Barrentine v. Ark Best Freight Sys. Inc., 450 U.S.
5 728, 739 (1981). Under the FLSA, employers must pay all non-exempt employees a
6 minimum wage of pay for all time spent working during their regular 40-hour
7 workweeks. See 29 U.S.C. § 206(a). Under the FLSA, employers must pay all non-
8 exempt employees one and one-half their regular rate of pay for all hours worked in
9 excess of 40 hours in a workweek. See 29 U.S.C § 207.
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11
12 3. Plaintiff brings this action against Defendants for their unlawful failure to
13 pay minimum wage and overtime in violation of the Fair Labor Standards Act, 29 U.S.C.
14 § 201-219 (“FLSA”).
15

16 4. Plaintiff brings this action against Defendants for their unlawful failure to
17 pay minimum wage in violation of the AMWA, A.R.S. § 23-362, et seq.

18 5. Plaintiff brings this action against Defendants for their unlawful failure to
19 pay all wages due and owing in violation of the AWA, A.R.S. § 23-350, et seq.
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21 6. This is an action for unpaid wages, liquidated damages, interest, attorneys’
22 fees, and costs under the FLSA and minimum wages under the AMWA.

23 7. The AMWA, A.R.S § 23-363, et seq., establishes a minimum wage within
24 the State of Arizona.

25 8. The AWA, A.R.S. § 23-350, et seq., establishes standards for wage
26 payments to employees within the State of Arizona.
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JURISDICTION AND VENUE

9. This Court has subject matter jurisdiction pursuant to 28 U.S.C. § 1331 and 29 U.S.C. § 201, *et seq.* because this civil action arises under the Constitution and law of the United States. This Court also has subject matter jurisdiction pursuant 28 U.S.C. § 1367 because the state law claims asserted herein are so related to claims in this action over which this Court has subject matter jurisdiction that they form part of the same case or controversy under Article III of the United States Constitution.

10. Venue is proper in this district pursuant to 28 U.S.C. § 1391(b)(ii) because acts giving rise to the claims of Plaintiff occurred within the District of Arizona, and Defendants regularly conduct business in and have engaged in the wrongful conduct alleged herein – and, thus, are subject to personal jurisdiction in – this judicial district.

PARTIES

11. At all times material to the matters alleged in this Complaint, Plaintiff was an individual residing in Maricopa County, Arizona, and is a former employee of Defendants.

12. At all material times, Defendant Leone Builders LLC was a limited liability company duly licensed to transact business in the State of Arizona. At all material times, Defendant Leone Builders LLC does business, has offices, and/or maintains agents for the transaction of its customary business in Maricopa County, Arizona.

13. At all relevant times, Defendant Leone Builders LLC is owned and operated as “Leone Builders,” a commercial and residential construction company doing business in the Phoenix Metropolitan Area.

1 14. Under the FLSA, Defendant Leone Builders LLC is an employer. The
2 FLSA defines “employer” as any person who acts directly or indirectly in the interest of
3 an employer in relation to an employee. At all relevant times, Defendant Leone Builders
4 LLC had the authority to hire and fire employees, supervised and controlled work
5 schedules or the conditions of employment, determined the rate and method of payment,
6 and maintained employment records in connection with Plaintiff’s employment with
7 Defendants. As a person who acted in the interest of Defendants in relation to
8 Defendants’ employees, Defendant Leone Builders LLC is subject to liability under the
9 FLSA.
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11
12 15. At all material times, Defendant Leone Builders AZ LLC was a limited
13 liability company duly licensed to transact business in the State of Arizona. At all
14 material times, Defendant Leone Builders AZ LLC does business, has offices, and/or
15 maintains agents for the transaction of its customary business in Maricopa County,
16 Arizona.
17

18 16. At all relevant times, Defendant Leone Builders AZ LLC is owned and
19 operated as “Leone Builders,” a commercial and residential construction company doing
20 business in the Phoenix Metropolitan Area.
21

22 17. Under the FLSA, Defendant Leone Builders AZ LLC is an employer. The
23 FLSA defines “employer” as any person who acts directly or indirectly in the interest of
24 an employer in relation to an employee. At all relevant times, Defendant Leone Builders
25 AZ LLC had the authority to hire and fire employees, supervised and controlled work
26 schedules or the conditions of employment, determined the rate and method of payment,
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1 and maintained employment records in connection with Plaintiff's employment with
2 Defendants. As a person who acted in the interest of Defendants in relation to
3 Defendants' employees, Defendant Leone Builders AZ LLC is subject to liability under
4 the FLSA.

5
6 18. Defendants Ehab Leone and Sabrina Leone are, upon information and
7 belief, husband and wife. They have caused events to take place giving rise to the claims
8 in this Complaint as to which their marital community is fully liable. Ehab Leone and
9 Sabrina Leone are owners of Leone Builders and were at all relevant times Plaintiff's
10 employers as defined by the FLSA, 29 U.S.C. § 203(d).

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12 19. Under the FLSA, Defendants Ehab Leone and Sabrina Leone are
13 employers. The FLSA defines "employer" as any person who acts directly or indirectly
14 in the interest of an employer in relation to an employee. At all relevant times,
15 Defendants Ehab Leone and Sabrina Leone had the authority to hire and fire employees,
16 supervised and controlled work schedules or the conditions of employment, determined
17 the rate and method of payment, and maintained employment records in connection with
18 Plaintiff's employment with Defendants. As persons who acted in the interest of
19 Defendants in relation to the Defendants' employees, Defendants Ehab Leone and
20 Sabrina Leone are subject to individual liability under the FLSA.

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22
23 20. Defendants Milad Leon and Jane Doe Leon are, upon information and
24 belief, husband and wife. They have caused events to take place giving rise to the claims
25 in this Complaint as to which their marital community is fully liable. Milad Leon and
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1 Jane Doe Leon are owners of Leone Builders and were at all relevant times Plaintiff's
2 employers as defined by the FLSA, 29 U.S.C. § 203(d).

3 21. Under the FLSA, Defendants Milad Leon and Jane Doe Leon are
4 employers. The FLSA defines "employer" as any person who acts directly or indirectly
5 in the interest of an employer in relation to an employee. At all relevant times,
6 Defendants Milad Leon and Jane Doe Leon had the authority to hire and fire employees,
7 supervised and controlled work schedules or the conditions of employment, determined
8 the rate and method of payment, and maintained employment records in connection with
9 Plaintiff's employment with Defendants. As persons who acted in the interest of
10 Defendants in relation to the Defendants' employees, Defendants Milad Leon and Jane
11 Doe Leon are subject to individual liability under the FLSA.

12 22. Plaintiff is further informed, believes, and therefore alleges that each of the
13 Defendants herein gave consent to, ratified, and authorized the acts of all other
14 Defendants, as alleged herein.

15 23. Defendants, and each of them, are sued in both their individual and
16 corporate capacities.

17 24. Defendants are jointly and severally liable for the injuries and damages
18 sustained by Plaintiff.

19 25. Defendants are jointly and severally liable for the injuries and damages
20 sustained by Plaintiff.

21 26. At all material times, Defendants have operated as a "single enterprise"
22 within the meaning of Section 203(r)(1) of the FLSA. 29 U.S.C. § 203(r)(1). That is,
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1 Defendants perform related activities through unified operation and common control for a
2 common business purpose; namely, the operation of a behavioral health facility in
3 Maricopa County, Arizona.

4 27. At all material times: (1) Defendants were not completely disassociated
5 with respect to the employment of Plaintiffs; and (2) Defendants were under common
6 control. In any event, at all relevant times, all Defendants were joint employers under the
7 FLSA.s
8

9 28. Defendants are engaged in related activities, *i.e.* all activities which are
10 necessary to the operation and maintenance of the aforementioned company.
11

12 29. Defendants constitute a unified operation because they have organized the
13 performance of their related activities so that they are an organized business system,
14 which is an economic unit directed to the accomplishment of a common business
15 purpose.
16

17 30. At all relevant times, Plaintiff was an “employee” of Defendants as defined
18 by the FLSA, 29 U.S.C. § 201, *et seq.*
19

20 31. The provisions set forth in the FLSA, 29 U.S.C. § 201, *et seq.*, apply to
21 Defendants.

22 32. At all relevant times, Defendants were and continue to be “employers” as
23 defined by the FLSA, 29 U.S.C. § 201, *et seq.*
24

25 33. The provisions set forth in the A.R.S. Title 23, Articles 7 and 8 apply to
26 Defendants.
27

1 45. In or around March 2020, Plaintiff began working for Defendants again as
2 a manual laborer.

3 46. Throughout Plaintiff's work for Defendants, Defendants paid him an hourly
4 rate of \$16.

5 47. Throughout Plaintiff's work for Defendants, Defendants paid Plaintiff for
6 no more than 40 hours per week.

7 48. Throughout Plaintiff's work for Defendants, Defendants paid Plaintiff for
8 no more than 40 hours per week, even though Plaintiff generally worked in excess of 40
9 hours per week during every workweek he worked for Defendants.

10 49. Rather than classify Plaintiff as an employee, Defendants classified him as
11 an independent contractor.

12 50. Despite Defendants having misclassified Plaintiff as an independent
13 contractor, Plaintiff was actually an employee, as defined by the FLSA, 29 U.S.C. § 201
14 et seq.

15 51. Defendants controlled Plaintiff's schedules.

16 52. In his work for Defendants, Plaintiff used vehicles and equipment owned
17 by Defendants.

18 53. At all relevant times, Plaintiff was economically dependent on Defendants.

19 54. The following further demonstrate that Plaintiff was an employee:

20 a. Defendants had the exclusive right to hire and fire Plaintiff;

21 b. Defendants made the decision not to pay overtime to Plaintiff;

- 1 c. Defendants supervised Plaintiff and subjected him to Defendants’
- 2 rules;
- 3 d. Defendants required Plaintiff to wear a uniform;
- 4 e. Plaintiff had no opportunity for profit or loss in the business;
- 5 f. The services rendered by Plaintiff in his work for Defendants was
- 6 integral to Defendants’ business;
- 7
- 8 g. Plaintiff was hired as a permanent employee, generally working in
- 9 excess of 40 hours per week for more than two years;
- 10
- 11 h. Plaintiff had no right to refuse work assigned to him by Defendants;
- 12 i. Defendants did not allow him to work for other construction
- 13 companies.

14 55. Plaintiff worked for Defendants until approximately March 2022.

15 56. During Plaintiff’s employment with Defendants, Plaintiff typically worked

16 approximately between 45 and 50 hours or more per week.

17

18 57. Plaintiff was compensated an hourly rate of \$16, for no more than 40 hours

19 per week, throughout his employment with Defendants.

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21 58. In his final week of work for Defendants, Plaintiff worked two full shifts –

22 Monday and Tuesday – for a total of approximately 16 to 20 hours.

23 59. As such, during his final week of work for Defendants, Plaintiff worked

24 about 16 to 20 hours for Defendants.

25 60. Defendants failed to compensate Plaintiff any wages whatsoever for his

26 final week of work for Defendants.

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1 61. As a result of these failing to pay Plaintiff any wages whatsoever for his
2 final week of work, Defendants failed to compensate Plaintiff at least the statutory
3 minimum wage for all hours worked in his final workweek.

4 62. As a result of Defendants' willful failure to compensate Plaintiff at least the
5 statutory minimum wage for such hours worked, Defendants violated 29 U.S.C. § 206(a).
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7 63. As a result of Defendants' willful failure to compensate Plaintiff at least the
8 statutory minimum wage for such hours worked, Defendants violated the AMWA,
9 A.R.S. § 23-363.
10

11 64. As a result of Defendants' willful failure to compensate Plaintiff all wages
12 due and owing for such hours worked, Defendants violated the AWA, A.R.S., § 23-351.

13 65. Plaintiff routinely worked with knowledge of Defendants, and generally at
14 Defendants' request, in excess of 40 hours per week during his employment with
15 Defendants.
16

17 66. At all relevant times, Defendants did not pay Plaintiff one and one-half
18 times his regular rates of pay for time spent working in excess of 40 hours in a given
19 workweek.
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21 67. Indeed, at all relevant times, Defendants did not pay Plaintiff any wage
22 whatsoever for time spent working in excess of 40 hours in a given workweek.

23 68. During the time that Plaintiff worked for Defendants, Plaintiff regularly
24 worked in excess of 40 hours in a given workweek without receiving one and one-half
25 times his regular rate of pay, in violation of the FLSA, 29 U.S.C. § 207(a).
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1 69. During the time that Plaintiff worked for Defendants, Plaintiff regularly
2 worked in excess of 40 hours in a given workweek without receiving any wage
3 whatsoever, in violation of the FLSA, 29 U.S.C. §§ 206(a) and 207(a).

4 70. Plaintiff was not a manager in his work for Defendants.
5

6 71. Plaintiff did not have supervisory authority over any employees in his work
7 for Defendants.

8 72. Plaintiff did not possess the authority to hire or fire employees in his work
9 for Defendants.
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11 73. Plaintiff did not possess the authority to make critical job decisions with
12 respect to any of Defendants' employee in his work for Defendants.

13 74. Plaintiff did not direct the work of two or more employees in his work for
14 Defendants.
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16 75. Plaintiff did not exercise discretion and independent judgment with respect
17 to matters of significance in his work for Defendants.

18 76. Plaintiff did not perform office or non-manual work for Defendants in his
19 work for Defendants.
20

21 77. Plaintiff's primary duty was not the management of the enterprise in which
22 he was employed or any recognized department of the enterprise in his work for
23 Defendants.

24 78. At all relevant times, in his work for Defendants Plaintiff was a non-exempt
25 employee.
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1 79. Throughout the duration of Plaintiff's employment, Defendants failed to
2 properly compensate Plaintiff for his overtime hours.

3 80. Defendants' failure to pay Plaintiff one and one-half times the applicable
4 hourly rate of pay for all hours worked in excess of 40 per week violated 29 U.S.C. §
5 207.
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7 81. Defendants knew that – or acted with reckless disregard as to whether –
8 their failure to pay Plaintiff the proper minimum wage or overtime rate would violate
9 federal and state law, and Defendants were aware of the FLSA overtime requirements
10 during Plaintiff's employment. As such, Defendants' conduct constitutes a willful
11 violation of the FLSA.
12

13 82. During his final workweek of employment, Defendants failed to
14 compensate Plaintiff at least the applicable minimum wage for all hours worked in
15 violation of the Arizona minimum wage act.
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17 83. As a result, Defendants have violated the AMWA, A.R.S. § 23-362, et seq.

18 84. Defendants knew that – or acted with reckless disregard as to whether –
19 their failure to pay Plaintiff the proper minimum wage rate would violate state law, and
20 Defendants were aware of the AMWA minimum wage requirements during Plaintiff's
21 employment. As such, Defendants' conduct constitutes a willful violation of the AMWA.
22

23 85. Plaintiff is a covered employee within the meaning of the Fair Labor
24 Standards Act ("FLSA").
25

26 86. Plaintiff is a covered employee within the meaning of the Arizona
27 Minimum Wage Act.

1 87. At all relevant times, Plaintiff was a non-exempt employee.

2 88. Defendants refused and/or failed to properly disclose to or apprise Plaintiff
3 of his rights under the FLSA.

4 89. Defendants wrongfully withheld wages from Plaintiff by failing to pay all
5 wages due for hours Plaintiff worked.

6 90. Defendants individually and/or through an enterprise or agent, directed and
7 exercised control over Plaintiff's work and wages at all relevant times.

8 91. Due to Defendants' illegal wage practices, Plaintiff is entitled to recover
9 from Defendants compensation for unpaid minimum and overtime wages, an additional
10 amount equal amount as liquidated damages, interest, and reasonable attorney's fees and
11 costs of this action under 29 U.S.C. § 216(b).

12 92. Due to Defendants' illegal wage practices, Plaintiff is entitled to recover
13 from Defendants compensation for unpaid wages, an additional amount equal to twice the
14 unpaid minimum wages as liquidated damages, interest, and reasonable attorney's fees
15 and costs of this action under A.R.S § 23-363.

16 93. Due to Defendants' illegal wage practices, Plaintiff is entitled to recover
17 from Defendants compensation for his unpaid wages at an hourly rate, to be proven at
18 trial, in an amount that is treble the amount of his unpaid wages, plus interest thereon,
19 and his costs incurred under A.R.S. § 23-355.

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COUNT ONE: FAIR LABOR STANDARDS ACT
FAILURE TO PAY OVERTIME

94. Plaintiff realleges and incorporates by reference all allegations in all preceding paragraphs.

95. Plaintiff was a non-exempt employee entitled to statutorily mandated overtime wages.

96. In a given workweek, Defendants failed to pay one and one-half times the applicable regular rate of pay for all hours worked in excess of 40 hours.

97. As a result of Defendants' failure to pay Plaintiff one and one-half times his regular rate for all hours worked in excess of 40 per week in a given workweek, Defendants failed and/or refused to pay Plaintiff the applicable overtime rate for all hours worked for the duration of his employment, in violation of 29 U.S.C. § 207.

98. As a result of Defendants' willful failure to compensate Plaintiff the applicable overtime rate for all hours worked, Defendants violated the FLSA.

99. As such, the full applicable overtime rate is owed for all hours that Plaintiff worked in excess of 40 hours per week.

100. Defendants knew that – or acted with reckless disregard as to whether – their failure to pay Plaintiff the proper overtime rate would violate federal and state law, and Defendants were aware of the FLSA minimum wage requirements during Plaintiff's employment. As such, Defendants' conduct constitutes a willful violation of the FLSA.

1 101. Defendants have and continue to willfully violate the FLSA by not paying
2 Plaintiff a wage equal to one- and one-half times the applicable regular rate of pay for all
3 time Plaintiff spent working for Defendants.

4 102. Plaintiff is therefore entitled to compensation one and one-half times his
5 regular rate of pay for all hours worked in excess of 40 per week at an hourly rate, to be
6 proven at trial, plus an additional equal amount as liquidated damages, together with
7 interest, costs, and reasonable attorney fees.

8
9 **WHEREFORE**, Plaintiff, Edel Adrian Moreno Grijalva, respectfully requests that
10 this Court grant the following relief in Plaintiff's favor, and against Defendants:
11

12 A. For the Court to declare and find that the Defendants committed one of
13 more of the following acts:

14 i. Violated overtime wage provisions of the FLSA, 29 U.S.C. § 207(a),
15 by failing to pay proper minimum wages;

16 ii. Willfully violated overtime wage provisions of the FLSA, 29 U.S.C.
17 § 207(a) by willfully failing to pay proper overtime wages;

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19 B. For the Court to award Plaintiff's unpaid overtime wage damages, to be
20 determined at trial;

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22 C. For the Court to award compensatory damages, including liquidated
23 damages pursuant to 29 U.S.C. § 216(b), to be determined at trial;

24 D. For the Court to award prejudgment and post-judgment interest;
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1 E. For the Court to award Plaintiff reasonable attorneys' fees and costs of the
2 action pursuant to 29 U.S.C. § 216(b) and all other causes of action set
3 forth herein;

4 F. Such other relief as this Court shall deem just and proper.
5

6 **COUNT TWO: FAIR LABOR STANDARDS ACT**
7 **FAILURE TO PAY MINIMUM WAGE**

8 103. Plaintiff realleges and incorporates by reference all allegations in all
9 preceding paragraphs.

10 104. As a result of failing to compensate Plaintiff any wages whatsoever for his
11 final week of work for Defendants, Defendants willfully failed or refused to pay Plaintiff
12 the FLSA-mandated minimum wage.
13

14 105. As a result of Defendants' failure to pay Plaintiff any wage whatsoever for
15 all hours worked in excess of 40 per week in a given workweek, Defendants failed and/or
16 refused to pay Plaintiff the applicable minimum wage for all hours worked for the
17 duration of his employment, in violation of 29 U.S.C. § 206.
18

19 106. Defendants' practice of willfully failing or refusing to pay Plaintiff at the
20 required minimum wage rate violated the FLSA, 29 U.S.C. § 206(a).

21 107. Plaintiff is therefore entitled to compensation for the full applicable
22 minimum wage at an hourly rate, to be proven at trial, plus an additional equal amount as
23 liquidated damages, together with interest, reasonable attorney's fees, and costs.
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25 **WHEREFORE**, Plaintiff, Edel Adrian Moreno Grijalva, respectfully requests that
26 this Court grant the following relief in Plaintiff's favor, and against Defendants:
27

- 1 A. For the Court to declare and find that the Defendants committed one of
2 more of the following acts:
3 i. Violated minimum wage provisions of the FLSA, 29 U.S.C. §
4 206(a), by failing to pay proper minimum wages;
5 ii. Willfully violated minimum wage provisions of the FLSA, 29
6 U.S.C. § 206(a) by willfully failing to pay proper minimum wages;
7
8 B. For the Court to award Plaintiff's unpaid minimum wage damages, to be
9 determined at trial;
10
11 C. For the Court to award compensatory damages, including liquidated
12 damages pursuant to 29 U.S.C. § 216(b), to be determined at trial;
13
14 D. For the Court to award prejudgment and post-judgment interest;
15
16 E. For the Court to award Plaintiff reasonable attorneys' fees and costs of the
17 action pursuant to 29 U.S.C. § 216(b) and all other causes of action set
18 forth herein;
19
20 F. Such other relief as this Court shall deem just and proper.

COUNT THREE: ARIZONA MINIMUM WAGE ACT
FAILURE TO PAY MINIMUM WAGE

21 108. Plaintiff realleges and incorporates by reference all allegations in all
22 preceding paragraphs.
23

24 109. As a result of failing to compensate Plaintiff any wages whatsoever for his
25 final week of work for Defendants, Defendant willfully failed or refused to pay Plaintiff
26 the Arizona minimum wage.
27

110. As a result of Defendants' failure to pay Plaintiff any wage whatsoever for all hours worked in excess of 40 per week in a given workweek, Defendants failed and/or refused to pay Plaintiff the applicable minimum wage for all hours worked for the duration of his employment, in violation of A.R.S. § 23-363.

111. Defendant's practice of willfully failing or refusing to pay Plaintiff at the required minimum wage rate violated the AMWA, A.R.S. § 23-363.

112. Plaintiff is therefore entitled to compensation for the full applicable minimum wage at an hourly rate, to be proven at trial, plus an additional amount equal to twice the underpaid wages as liquidated damages, together with interest, reasonable attorney's fees, and costs.

WHEREFORE, Plaintiff, Edel Adrian Moreno Grijalva, respectfully requests that this Court grant the following relief in Plaintiff's favor, and against Defendants:

- A. For the Court to declare and find that the Defendant committed one of more of the following acts:
 - i. Violated minimum wage provisions of the AMWA, A.R.S. § 23-363, by failing to pay proper minimum wages;
 - ii. Willfully violated minimum wage provisions of the AMWA, A.R.S. § 23-363 by willfully failing to pay proper minimum wages;
- B. For the Court to award Plaintiff's unpaid minimum wage damages, to be determined at trial;
- C. For the Court to award compensatory damages, including liquidated damages pursuant to A.R.S. § 23-364, to be determined at trial;

1 D. For the Court to award prejudgment and post-judgment interest;

2 E. For the Court to award Plaintiff reasonable attorneys' fees and costs of the
3 action pursuant to A.R.S. § 23-364 and all other causes of action set forth
4 herein;

5 F. Such other relief as this Court shall deem just and proper.
6

7 **COUNT FOUR: ARIZONA WAGE ACT**
8 **FAILURE TO PAY WAGES DUE AND OWING**
9 **DEFENDANTS LEONE BUILDERS LLC & LEONE BUILDERS AZ LLC**

10 113. Plaintiff realleges and incorporates by reference all allegations in all
11 preceding paragraphs.

12 114. As a result of the allegations contained herein, Defendants Leone Builders
13 LLC and Leone Builders AZ LLC did not compensate Plaintiff wages due and owing to
14 him.

15 115. Defendants Leone Builders LLC and Leone Builders AZ LLC engaged in
16 such conduct in direct violation of A.R.S. § 23-350.
17

18 116. As such, unpaid wages for such time Plaintiff worked are owed to Plaintiff
19 for the entire time he was employed by Defendants Leone Builders LLC and Leone
20 Builders AZ LLC.
21

22 117. Plaintiff is therefore entitled to compensation for his unpaid wages at an
23 hourly rate, to be proven at trial, in an amount that is treble the amount of his unpaid
24 wages, plus interest thereon, and his costs incurred.
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26
27

1 **WHEREFORE**, Plaintiff, Edel Adrian Moreno Grijalva, requests that this Court
2 grant the following relief in Plaintiff's favor, and against Defendants Leone Builders
3 LLC and Leone Builders AZ LLC:

- 4 A. For the Court to declare and find that the Defendants Leone Builders LLC
5 and Leone Builders AZ LLC violated the unpaid wage provisions of A.R.S.
6 § 23-350, et seq., by failing to pay wages due and owing to Plaintiff;
7
8 B. For the Court to award an amount that is treble Plaintiff's unpaid wages
9 pursuant to A.R.S. § 23-355, in amounts to be determined at trial;
10
11 C. For the Court to award prejudgment and post-judgment interest on any
12 damages awarded;
13
14 D. For the Court to award Plaintiff's reasonable attorneys' fees and costs of
15 the action and all other causes of action set forth in this Complaint; and
16
17 E. Such other relief as this Court deems just and proper.

18 **JURY TRIAL DEMAND**

19 Plaintiff hereby demands a trial by jury on all issues so triable.

20 RESPECTFULLY SUBMITTED this 28th day of October 2022.

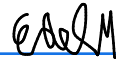
21 BENDAU & BENDAU PLLC

22
23 By: /s/ Clifford P. Bendau, II
24 Christopher J. Bendau
25 Clifford P. Bendau, II
26 Attorneys for Plaintiff
27

BENDAU & BENDAU PLLC
P.O. Box 97066
Phoenix, AZ 85060

VERIFICATION

Plaintiff, Edel Adrian Moreno Grijalva, declares under penalty of perjury that he has read the foregoing Verified Complaint and is familiar with the contents thereof. The matters asserted therein are true and based on his personal knowledge, except as to those matters stated upon information and belief, and, as to those matters, he believes them to be true.



Edel Moreno (Oct 28, 2022 08:44 PDT)

Edel Adrian Moreno Grijalva